

Utah System of Higher Education

Right of First Refusal Agreement for Concurrent Enrollment for Academic Year 2012-2013

If a USHE institution refuses to offer a concurrent class for a district within its service area, the district may approach another USHE institution to offer the course. This document outlines the agreement between a USHE institution and USOE school district for a different USHE institution to offer a concurrent enrollment course outside its primary service area. This agreement is initiated by the school district. Signed copies of the agreement should be kept on file by both USHE institutions and the district for five years.

INSTRUCTIONS: "Primary college" refers to the institution being asked to grant permission for a different institution to offer the class. "Proposed college" refers to the institution the district wishes to offer the class. "District" refers to the public education district whose secondary students will enroll in the class.

Primary College

☐UU ☐USU ☐WSU ☐SUU ☐Snow ☐CEU ☐DSCU ☐UVU ☐SLCC

CE Contact _____ Contact Phone _____ Contact Email _____

Proposed College

☐UU ☐USU ☐WSU ☐SUU ☐Snow ☐CEU ☐DSCU ☐UVU ☐SLCC

CE Contact _____ Contact Phone _____ Contact Email _____

District/High School

District _____ High School/Teacher (opt) _____

District Contact _____ Contact Phone _____ Contact Email _____

Course Information

Prefix/No. of Primary College Course _____ Public Education Course 11 digit Code _____

Prefix/No. of Proposed College Course _____ Public Education Course Title _____

Method Course will be delivered: _____ Taught by district teacher in a high school.
_____ Taught by proposed college faculty over EDNET, IVC, or Online.
_____ Taught by proposed college faculty on their campus or in high school.

Reason for requesting RFR from primary college:

Primary College Decision

The primary college approves or refuses the proposal to grant another institution to offer the course for the following reasons:

- _____ The proposed college declines the request to offer the class.
- _____ The primary college waives offering the class for one year.
- _____ The primary college waives offering the class for three or five years (circle one and initial).
- _____ Right of First Refusal is not necessary. The primary college will offer this course.
- _____ Right of First Refusal is not necessary. The primary college does not offer this course.
- _____ Right of First Refusal is not necessary because this class is a distance education delivered course.

Rationale for Decision:

Chief Academic Officer or designee for the Primary College Date

for the Proposed College Date

Concurrent Administrator for the Primary College Date

for the Proposed College Date

Division Department Chair for the Primary College Date

for the District Date

Cognizant Dean for the Primary College Date

for the High School Date

Instructions for Initiating a Right of First Refusal

drafted October 2010

Utah System of Higher Education (USHE) institutions primarily serve a specific geographic service area. A part of an institution's responsibilities is to provide concurrent enrollment opportunities to districts within this service area. For example, Weber State University works primarily with Ogden, Weber, and Davis districts while Dixie State College works with Washington district.

For various reasons, a district may want to offer concurrent enrollment courses that its primary USHE partner will not offer. In such situations, the primary USHE partner evokes the "first refusal" to offer the class and the district may approach other USHE institutions to partner to offer the class. This process is called Right of First Refusal (RFR). The RFR form documents the initial refusal and notifies the primary and secondary USHE partners of the conditions under which another USHE institution will partner to offer the concurrent enrollment class.

RFR agreements are initiated by school districts. Signed copies of the agreement should be kept on file by both USHE institutions and the district for five years.

COMMENTS ON THE PROCESS

1. A USHE primary partner cannot refuse to grant permission for a district to seek other USHE partners to offer a class: the primary partner can only indicate it refuses to offer a class and indicate how long, in academic years, it is sure it will not offer the class.
2. The secondary or proposed institution is not obligated to offer a class. Districts may have to contact more than one institution to find a secondary partner.
3. Districts do not have to secure an RFR from their primary partner for classes offered through distance education; however, many districts speak with their primary USHE partner first to ensure that institution is aware of the partnership with another college.
4. It is common for an institution to sign a RFR for a single year; however, if the institution is confident it will not offer a class for a number of years, that institution should approve an RFR for three to five years. This consideration cuts down on time spent to secure the RFR. It is also highly valuable in instances where a district must purchase textbooks for a class, ensuring that investment will be used for more than one year.
5. One RFR covers the course(s) listed for an entire district even though a specific high school is listed on the form. The district may choose to list additional high schools on a attached sheet of paper.
6. For Right of First Refusal situations where the RFR is deemed not necessary because a) the primary institution will offer the course, b) the primary institution does not offer the course to begin with, or c) the district seeks distance education delivery of the course, the Concurrent Enrollment program administrator is typically the only person signing for the USHE institution.

If the primary college waives offering the class for one, three, or five years, the CE administrator, department chair, dean, and chief academic officer generally sign the agreement. If a proposed institution declines offering a class, there may be one (CE administrator) to four signatures.

Historically, a principal or assistant principal signs for a high school; teachers do not sign RFR agreements. The superintendent, associate superintendent, or curriculum director sign for the district. One district signature alone will suffice as approval for the RFR.